

**STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES,
MONTANA MENTAL HEALTH NURSING CARE CENTER**

AND

REGISTERED NURSES, MEA-MFT LOCAL # 5130

PREAMBLE

THIS AGREEMENT is made and entered into this first day of February 2007, between the State of Montana Department of Public Health and Human Services, Montana Mental Health Nursing Care Center, hereinafter referred to as the " Employer " and the MEA-MFT Local # 5130, hereinafter referred to as the " Union ". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with efficient operation of the facility, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood the Employer is engaged in furnishing an essential public service which vitally affects health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union, or any successor organization, as the sole and exclusive representative for all employees within the bargaining unit as certified by the Board of Personnel Appeals, excepting management officials, supervisory employees, and confidential employees.

ARTICLE 2 UNION RIGHTS

Section 1. In the event the union designates a member employee to act in the capacity as official spokesperson for the union on any matter, such designation shall be made in writing and shall specify the period covered by the designation.

Section 2. A written list of accredited bargaining unit officers and representatives shall be furnished to the superintendent immediately after their election, and the superintendent shall be notified of any changes of representatives within seven calendar days.

Section 3. The Employer agrees that accredited representatives of the MEA-MFT shall have access to the premises of the Employer in order to investigate or conduct union business, provided such visits are coordinated in advance with Management, and do not interrupt the duty function of the employee(s).

Section 4. The Employer agrees to provide advance notice to the Union of an employee layoff in accordance with 39-2-1003, MCA.

Section 5. The union may utilize a reasonable amount of space on a designated bulletin board that is accessible to all union members. All information must be informative in nature to union business, and not derogatory toward management.

ARTICLE 3 UNION SECURITY

Section 1. All employees covered by the terms of this Agreement shall either pay dues or a representation fee to the Association within 30 days of employment. The Employer shall discharge employees who fail to comply with this requirement within 30 days after written notice of default by the Association.

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct the employee's pay the amount owed to the Association by such employee for dues. The Employer will remit to the Association such sums within 30 calendar days. Changes in the Association membership dues rate will be certified to the Employer in writing over the signature of the authorized officer of officers of the Association and shall be done at least 30 calendar days in advance of such change.

Section 3. The Association shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or result from any action taken by the Employer for the purposes of complying with this Article.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. The Union shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

- 1) Direct employees;
- 2) Hire, promote, transfer, assign, and retain employees;
- 3) Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
- 4) Maintain the efficiency of government operations;

- 5) Determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
- 6) Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
- 7) Establish the methods and processes by which work is performed.

Such rights are retained by the Employer except as specifically limited or relinquished in this Agreement.

ARTICLE 5 EMPLOYEE RIGHTS

Section 1. An employee may request a Union representative present during any investigatory meeting which the employee reasonably believes could lead to discipline. The right to select a representative shall not cause undue delay of the appearance.

Section 2. No regular employee shall be discharged without just cause.

Section 3. A probationary period shall be utilized for the most effective adjustment of a new employee and for the separation of any employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance. The probationary period shall last for six (6) months or 1040 working hours, whichever is greater. If the Employer determines at any time during the probationary period that the job performance of the probationary employee is unsatisfactory, the employee may be separated without recourse to the grievance procedure.

Section 4. No adverse material may be placed in a personnel file without providing the employees an opportunity to review the material and submit a rebuttal. An employee may request to look at and/or copy any document in his/her personnel file in accordance with office policy.

ARTICLE 6 SENIORITY

Section 1. Seniority is defined as the date of hire in an RN position. Seniority shall accrue during an approved leave of absence without pay.

Section 2. Employees whose anniversary dates are the same shall have their respective seniority rank determined by lot under the joint supervision of the Employer and the Union.

Section 3. The Employer shall prepare a seniority roster as of December 31st of each year. Name, date of hire, title and seniority date shall be included. A copy of this roster shall be furnished to the Union by January 15th.

ARTICLE 7 RECRUITMENT, SELECTION AND PROMOTION

The following procedures will be followed in the posting and filling of vacant or newly created positions. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees, who are interested and feel they qualify, an equal opportunity to apply for the vacant or newly created position.

A. When a vacant or newly created permanent position is to be filled, the Employer shall prepare a job posting notice and send it to be posted. The notice will be posted in a specific place designated for job opening notices, and shall state where interested employees are to make application, the cutoff date for application submittals and the minimum qualifications.

B. Qualifications, capabilities and seniority shall be the controlling factors in filling new or vacant positions within the bargaining unit.

C. Members in the bargaining units who are unsuccessful applicants shall be so notified upon completion of the selection process. When a bargaining unit employee who has applied for an open position is not selected, s/he shall be entitled, upon request, to an explanation of the reasons why s/he was not selected.

D. All positions in the bargaining unit shall be posted per the provisions of this Article for at least seven calendar days.

ARTICLE 8 GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to resolve any employee grievance. A grievance shall be defined as a complaint by an employee or employees involving an express violation of the terms and provisions of this Agreement.

Section 2. Grievance Procedure.

Step 1 Any grievance shall be taken up with the Director of Nursing within 14 calendar days of the event leading to the grievance. Whenever an employee receives advance notice of a formal disciplinary action, the grievance shall be filed within fourteen (14) calendar days from receipt of the notice. The Director of Nursing shall have fourteen (14) calendar days to respond to the grievance.

A complaint will not be considered a grievance until the Employee(s) bringing forth the complaint has submitted the completed Grievance Form in Appendix A to the Director of Nursing.

Step 2 If the grievance is not resolved at Step 1, the grievance may be presented in writing within fourteen (14) calendar days from the receipt of the immediate supervisor's response of Step 1 to the Superintendent or his/her designee.

The Superintendent or his/her designee at the second step shall have fourteen (14) calendar days from receipt of the grievance to respond in writing.

Step 3 If the grievance is not resolved at Step 3, it may be presented to the Department Director or his/her designee within fourteen (14) calendar days of the receipt of the Step 3 response. The Department Director shall have twenty-one (21) calendar days to respond to the grievance in writing.

Step 4 Should the aggrieved employee and the Union considers the decision of the Director unsatisfactory, the Union may, within twenty-one (21) calendar days of receipt of such decision, notify the Director and the Chief of the Labor Relations Bureau of its decision to take the grievance to final and binding arbitration.

Section 3. Rules of Grievance Processing.

- A. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties.
- B. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the grievant to precede to the next step within time limits provided.
- C. An appointed authority may choose a designee to replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.
- D. The grievance shall be presented in writing using the Grievance Form and submitted to the Employee(s) immediate Supervisor at Step 1. The written grievance shall contain the following:
 - 1. The name of the grievant (s).
 - 2. The specific contract violation
 - 3. A complete statement of the grievance and facts upon which it is based.

4. The remedy or correction requested.

- E. Those employees desiring to use alternative grievance procedures, legal or quasi-legal processes may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance issue under another procedure.
- F. In the event of a classification related grievance, the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution. Where a question arises as to whether the matter falls under the jurisdiction of the Board or could possibly be arbitrated, the matter may be referred to the Board for a decision.

Section 4. Rules of Arbitration.

- A. Within fourteen (14) calendar days of receipt of the Union's notice of its intent to arbitrate a grievance, the Union shall call upon the BOPA for a list of five (5) potential arbitrators. The Union will provide the employer with a simultaneous copy of the arbitration panel request.
- B. Each party shall be entitled to strike two (2) names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall determine which party strikes the first name.
- C. The arbitrator shall render a decision and that decision shall be final and binding. By mutual agreement, the parties may request a bench decision from the arbitrator, provided the arbitrator is notified at time of selection.
- D. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall share equally the cost.
- E. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

ARTICLE 9 HOLIDAYS

Section 1. For pay purposes the following holidays shall be recognized in compliance with Section 1-1-216, MCA:

New Years Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Lincoln's and Washington's Birthdays	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
General Election Day	In even-numbered years

Section 2. An eligible employee shall receive holiday benefits for legal state holidays. This benefit is paid time off or pay at the regular rate. Holiday benefits shall not exceed eight (8) hours per holiday. An employee must be in a pay status either the last regularly working day before or the first regularly scheduled working day after a holiday is observed to be eligible to receive holiday benefits.

Section 3. During the hours of 12:01 am and 11:59 pm on any recognized State holiday, nurses shall be paid at time and ½ of their regular pay rate for all hours worked.

ARTICLE 10 - LEAVES

Section 1. Jury and witness duty. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA. Employees answering subpoenas for a civil or criminal cause in connection with their official duties will be compensated as provided in 2-18-626, MCA.

Section 2. Sick leave. Employees shall be granted sick leave per 2-18-618, MCA, and according to the following:

Subsection 1 Notice Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. If the employee fails to give such notification, the absence may be charged to leave without pay, and the employee may be subject to discipline. Absence in excess of one shift without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless failure to give

such notification was due to circumstances beyond the control of the employee.

Subsection 2. Sick leave exhaustion. Sick leave used must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, s/he may use other accrued leave.

Subsection 3. Employees who become ill on vacation. In the event an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing the Employer acceptable medical certification.

Subsection 4. Doctor's certification. The Employer may require a doctor's certification to substantiate sick leave usage should the employee be absent from work in excess of three days or if the Employer has good reason to suspect sick leave abuse.

Subsection 5. Holidays during sick leave. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Subsection 6. Sick leave payout. An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay (or a like amount deposited in an authorized VEBA account) attributed to the accumulated sick leave, however, abuse of sick leave may be cause for dismissal and forfeiture of the lump-sum payments provided for in this section.

Section 3. Annual leave. Employees shall earn leave credits consistent with the provisions of Montana Code Annotated (2-18-611 through 2-18-617).

Subsection 1. Rate Earned. Annual leave credits are earned at a yearly rate calculated in accordance with the following schedule in 2-18-612 MCA, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

Years of Employment Credit	Working Days
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

Section 4 Emergency leave. In accordance with MMHNCC sick leave policy, accrued and available sick leave will be allowed for necessary attendance to the illness of the Employee's immediate family until other attendance can be reasonably attained, to attend a funeral in the immediate family, to receive a medical, dental or eye examination, or for other disability related emergencies. Absence in excess of one shift without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee.

Section 5 Military Leave. Military leave shall be granted per 10-1-604, MCA.

ARTICLE 11 WAGES AND OTHER WORKING CONDITIONS

Section 1. Wages. Wages shall be paid in accordance with statute.

Section 2. Health Insurance The Employer agrees to contribute an amount towards the provisions of health insurance as required by statute.

Section 3. Charge Nurse A \$ 1.00 per hour differential will be paid to any registered nurse assigned as the charge nurse.

Section 4. Workweek The regular workday shall consist of up to twelve (12) hours including a duty-free lunch period of thirty (30) minutes of duration. If a nurse is called back to work during the duty-free lunch period he/she shall be paid for at least, but not more than, thirty (30) minutes of time.

One fifteen (15) minute rest break shall be provided for every four (4) hours worked. Rest breaks may be interrupted for service.

Section 5. Overtime It is understood that members of this bargaining unit are professionals in their field, and as such, are exempt employees under the Fair Labor Standards Act.

Overtime shall be paid for all hours of time that is authorized for work in excess of twelve (12) hours per day or eighty (80) hours in a pay period, or as indicated elsewhere in this agreement.

Overtime as provided for in the agreement shall not be pyramided under any circumstances.

ARTICLE 12 NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, neither the Union nor its agents or representatives will cause, sanction or take part in any strike, sympathy strike, or

any other interference with the operation of the Employer's business, except as provided in Article 14 and in accordance with 39-32-110, MCA.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

ARTICLE 13 SEVERABILITY

Section 1. In the event that any provision of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable shall remain in full force and effect. Either party may initiate negotiations on the provision declared invalid.

ARTICLE 14 TERM OF AGREEMENT

Section 1. This Agreement is effective as of the first day of February 2007 and shall remain in full force and effect through the 30th day of June 2009.

Section 2. Should either party seek to modify this Agreement, it shall give written notice of such intention not less than ninety (90) days prior to the expiration date of this Agreement. With mutual agreement, negotiations may commence at any time thereafter.

Section 3. The Union shall have the right to engage in concerted activities after December 31, 2008 for matters pertaining to wages and economic benefits in the 2010-2011 biennium in accordance with Article 12.

ARTICLE 15 ENTIRE AGREEMENT

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

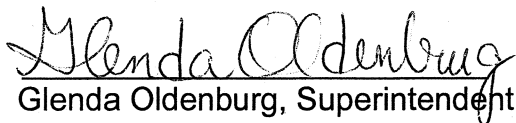
Therefore, the Employer and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement.

Signed this 5th day of March 2007.

FOR THE STATE:



Paula Stoll, Chief
State Office of Labor Relations



Glenda Oldenburg, Superintendent
MMHNCC

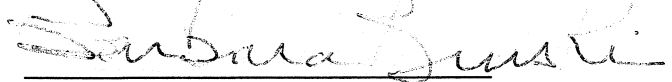


Joan Miles, Director
Department of Public Health and
Human Services


FOR THE UNION:



Ken Alexander R.N., President
MEA-MFT Local #5130



Barbara Bruski, Secretary
MEA-MFT Local #5130



Brian Ehli, Field Consultant
MEA-MFT

APPENDIX A

GRIEVANCE FORM

This form shall be used to process grievances in accordance with Article 8 Grievance and Arbitration Procedure. The Employee(s) shall complete in full and present to their immediate Supervisor at Step 1.

Name of Grievant (s): _____

Time, Date & Place of Occurrence: _____

Specific Contract Violation: _____

Nature of Violation (describe the events): _____

Remedy Requested: _____

Grievant(s) Signature

Date

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MEMORANDUM OF AGREEMENT

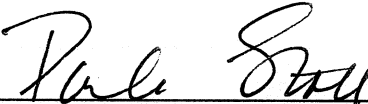
For the term of this contract the parties agree to work jointly, with the assistance of a federal mediator/facilitator, on a meeting format that allows for open discussion and effective communication between the parties. The federal mediator work session(s) are to be scheduled within three (3) months of ratification of the contract.


The parties further agree that during the term of this contract a Broadband Pay Plan may be negotiated.


Signed this April 10th day of _____ 2007.

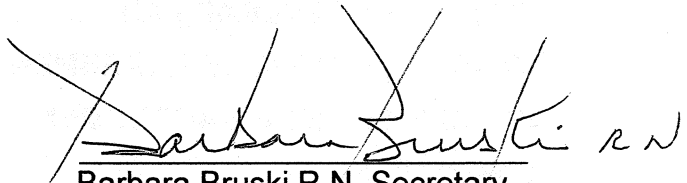
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